

## 20 Year Limited Warranty

In response to valid concerns of building designers regarding thermal efficiency of roof assemblies and the long-term insulating value of roof insulation, Falcon Foam (a division of Atlas Roofing Corporation) offers a 20-year, limited thermal warranty. The Falcon Foam EPS (Expanded Polystyrene) Limited Warranty places Falcon Foam EPS (Expanded Polystyrene) products above all others and supports the building owner, designer and contractor by backing up thermal performance. This warranty is available to the building owner at the time the building is completed and is transferable to any subsequent owner for the duration of the 20-year period.

### Falcon Foam® EPS (Expanded Polystyrene) Foam R-Value Insulation 20-Year Limited Warranty

**FALCON FOAM, A DIVISION OF ATLAS ROOFING CORPORATION, 802 Hwy 19 N, Suite 190 Meridian, MS, 39307**, ("Falcon"), warrants that the thermal insulation R-Value of its family of Falcon Foam EPS Foam Insulation Products ("EPS Insulation") will not at any time after purchase, but prior to the start of the twenty-first (21st) year after purchase, diminish below the published minimum R-Values identified in ASTM C-578-01 "Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation." This Warranty Agreement applies only to Types I, VIII, II and IX EPS foam as identified in ASTM C-578-01. (Note: This is the most recent version of ASTM C-578, established in 2001, and supersedes all previous versions.)

#### ASTM C-578-01 (R-Value Excerpt):

<u>TYPE</u>	<u>I</u>	<u>VIII</u>	<u>II</u>	<u>IX</u>
DENSITY (Nominal, PCF)	1.00	1.25	1.50	2.00
R-VALUE: Minimum (@ 1.0"):				
@ 75°F	3.60	3.80	4.00	4.20
@ 40°F	4.00	4.20	4.40	4.60

This Warranty is expressly made subject to the following terms, conditions and limitations:

- (1) Proof of Purchase:** As a condition precedent to recovery under this Limited Warranty, buyer agrees to retain the original proof of purchase of the EPS Insulation product (sales receipt) and to submit the same to Falcon in the event of filing a claim hereunder. The original proof of purchase (sales receipt) must clearly establish that it relates to the EPS Insulation, which is the subject of the evaluation.
- (2) SOLE WARRANTY:** This limited warranty is exclusive and limits as to duration all other warranties, whether express or implied by law, including the implied warranties of merchantability and fitness for a particular purpose, to the time period stated above. Falcon makes no representation or warranty of any kind other than the implied warranty set forth herein. This warranty contains all of the provisions of your remedies from Falcon. Falcon's liability is limited to the provisions of this warranty, whether any claim against Falcon is based upon strict liability, negligence, breach of warranty or any other theory or cause of action. No person is authorized to alter this limited warranty either orally or in writing. Some states do not allow limitations on how long an implied limited warranty lasts, so the above limitation may not apply to you.
- (3) Limitations of Coverage:** Falcon shall not be liable for nor does this Limited Warranty apply to:
  - (a)** EPS Insulation that has been damaged, abused, misused, punctured, crushed, or improperly applied or installed;
  - (b)** EPS Insulation that has been harmed by use or environmental conditions, such as excessive heat, cold, and/or humidity;

(c) EPS Insulation wherein the moisture content as shown by the moisture content test taken on the sample at the time of evaluation indicates an excess of three percent (3%) moisture by weight;

(d) EPS Insulation that has not been handled, stored, or used according to the instructions outlined on Falcon labels or Falcon product literature in effect at the date of sale.

**(4) How to Make Evaluation of R-Value and claim:** If at any time after the first (1st) year from the date of purchase of the EPS Insulation, but prior to the twenty-first (21st) year, buyer decides to evaluate the EPS Insulation R-Value, buyer shall notify Falcon in writing at the address shown above at least sixty (60) days prior to the removal of the installed samples. Buyer agrees that a Falcon representative shall monitor and choose the sampling places, the testing facility, and the testing procedures. Buyer agrees, at its own expense, to remove samples, replace and repair the sample area, and have tests made on the EPS Insulation only in the presence of a Falcon representative. Buyer further agrees that a moisture content test shall also be performed under the above terms and conditions and that buyer shall be responsible for all costs involved in connection therewith. If the buyer removes or damages the EPS Insulation prior to the scheduled sampling, this Limited Warranty shall be null and void. All testing of the insulation samples will be conducted at a NAVLP certified independent testing laboratory approved by Falcon. Results of the testing will be final and binding on all parties concerned.

**(5) Limitation of liability:** If the test results of the EPS Insulation samples verify that the R-Value has fallen below the published minimum R-Values identified in ASTM C-578-01 "Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation," Falcon will reimburse buyer a percentage of buyer's original purchase price of EPS Insulation product pursuant to the following schedule:

**Year After Purchase Tested / Percent Reimbursement of Original Purchase Price**

1 through 10 / 100%  
11 / 90%  
12 / 80%  
13 / 70%  
14 / 60%  
15 / 50%  
16 / 40%  
17 / 30%  
18 / 20%  
19 / 10%  
20 / 0%

The amount originally paid for the EPS insulation by the buyer shall be evidenced by the original proof of purchase. In no event shall the amount of any liability and/or reimbursement of Falcon be greater than the original purchase price. In no instance shall Falcon be responsible for special, indirect, incidental or consequential damages, and in no event shall Falcon be liable for incidental or consequential damages to the structure or building upon which the EPS insulation product is applied, its contents, or occupants. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

**(6) Assignment of Limited Warranty:** The original purchaser of the EPS Insulation shall be deemed the "buyer." The buyer may transfer this warranty to new buyers of the building only when title to the real estate is transferred; however, not more than one claim may be filed on any one building.

**(7) Authority to Bind Falcon:** No agent, salesman, employee, or other representative of Falcon is empowered to change, alter, or amend this Limited Warranty unless by written document signed by a duly authorized officer of Falcon.